FILE COPY

FILED
MAY 3 1934
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

No. 802.

JOHN C. LEWIS, AS RECEIVER OF THE HANCOCK NATIONAL BANK OF SPARTA, GA.,
Petitioner,

vs.

FIDELITY & DEPOSIT COMPANY OF MARYLAND,
Respondent.

REPLY BRIEF OF PETITIONER.

SAMUEL H. WILEY,
WALLACE MILLER,
JAS. A. LOWREY, JR.,
JOHN F. ANDERSON,
Attorneys for Petitioner.

F. G. AWALT,
GEORGE P. BARSE,
Attorneys for Comptroller of the Currency,
Of Counsel.

PRESS OF BYRON S. ADAMS, WASHINGTON, D. C.

INDEX.

	Page
Jurisdiction	1
Date of Deposits With Reference to Act of June 25, 1930	2
Respondent's Argument Summarized	3
Effect of 1930 Amendment	4
State's Lien as Construed by the Supreme Court of Georgia	9
Appendix	13

CASES CITED.

Colquitt, Gov., v. Simpson, 72 Ga. 501	9
Cook County National Bank v. United States, 107 U. S. 445	6
Davis v. Elmira Savings Bank, 161 U. S. 275	9
Fidelity & Deposit Company v. Exchange Bank, 100 Ga. 619	11
Gulf Refining Co. v. U. S., 269 U. S. 125, 70 L. Ed. 195	2
Marion v. Sneedon, 78 L. Ed. 521, Advance Opinions, October Term, 1933, No. 7	4, 5
Scott v. Armstrong, 146 U. S. 493	10
Seay, et al. v. Bank of Rome, 66 Ga. 609, 614	10, 12
Simpson and Ledbetter v. Mathis, Sheriff, Ga. 159	11
Simpson v. Mathis, 79 Ga. 159	9
State v. Brobston, 94 Ga. 95	10
Texas & P. Ry. Co. v. Pottorff, 78 L. Ed. 514, Advance Opinions, October Term, 1933, No. 7	5
United States v. Butterworth-Judson Corporation, 267 U. S. 387	6

STATUTES.

Sec. 237, Judicial Code (Sec. 344, Title 28, U. S. C. A.)	1
Sec. 240 (a) Judicial Code (28 U. S. C. A. Sec. 347 (a)	1
Sec. 137, Title 12, U. S. C. A.	5
Sec. 101, Title 12, U. S. C. A.	5
Sec. 137, Title 12, U. S. C. A.	6
Sec. 90, Title 12, U. S. C. A.	7
Sec. 91, Title 12, U. S. C. A.	8

IN THE

Supreme Court of the United States

No. 802.

JOHN C. LEWIS, AS RECEIVER OF THE HANCOCK NATIONAL BANK OF SPARTA, GA.,
Petitioner,

vs.

FIDELITY & DEPOSIT COMPANY OF MARYLAND,
Respondent.

REPLY BRIEF OF PETITIONER.

Jurisdiction

The respondent expresses doubt of this Court's jurisdiction to review the decision of the Circuit Court of Appeals, on the ground that the judgment of that Court lacks the requisite finality required by Section 237 of the Judicial Code (Sec. 344, Title 28, U. S. C. A.).

The section cited deals exclusively with review by this court by appeal or certiorari of final judgments and decrees rendered by the highest court of a State. This case is here by virtue of Judicial Code Section 240(a) (28 U. S. C. A. Sec. 347 (a).).

As the record in this case plainly shows, nothing remains to be done in the trial court except to enter a judgment directing the Receiver to pay respondent the claim in full before making any payment to general creditors. The instruction for further proceedings not inconsistent with the opinion was equivalent to a direction to enter a judgment for respondent in the sum of $6,157.41 principal and $48.59 interest.

> Gulf Refining Co. v. U. S., 269 U. S. 125, 70 L. Ed. 195.

If the respondent has any other cause of action against petitoner as receiver, on the trust fund theory or otherwise, the courts are open to him.

DATE OF DEPOSITS WITH REFERENCE TO ACT OF JUNE 25, 1930.

On page 4 of Respondent's brief it is suggested that the statement of the case should be amended by adding thereto the further fact that the tax funds in question were deposited not earlier than December, 1931, and not later than May, 1932, the obvious purpose of this being to bring the case under the operation of the Act of June 25, 1930.

The printed transcript of record does not indicate whether the deposits, aggregating $6,157.41 at the time of the bank's suspension, had been made prior to or subsequent to June 25, 1930. This phase of the matter had not been emphasized in the Courts below inasmuch as the decision of this honorable Court in the case of Marion v. Sneeden (dealing with the power of national banks, prior to June 25, 1930, to pledge assets to secure public deposits), was not rendered until February 5, 1934, and the Circuit Court of Appeals rendered its decision on December 7, 1933. The printed transcript of record *does* indicate that the deposits were made subsequent to July 31, 1928 (R. pg. 2), and the Comptroller of the Currency, in filing his brief

as *amicus curiae*, proceeded, insofar as the reference therein to the City of Marion case is concerned, exclusively on the printed record in the case. After receipt of brief of Respondent on the merits, investigation was made, and on April 29, 1934, the facts with reference to the dates of said deposits were first made known to the Comptroller of the Currency and they were first made known to counsel for Petitioner a few days prior thereto. We are, of course, willing that the full facts may be shown in this respect, and there is attached hereto (Appendix p. 13) copy of letter of April 29, 1934, from the Receiver to the Comptroller, together with the transcript of the deposit account therein referred to setting forth the dates of said deposits. This transcript discloses that the account had a deposit balance of $5,757.58 on June 7, 1930, and that no deposits or withdrawals were made thereafter until June 27, 1930. Deposits substantially in excess of the deposit balance of $6,157.41 (on hand at suspension) were made in the account from time to time, subsequent to June 25, 1930. Of course, withdrawals also were made. This situation may require an application of the rule that where monies are received and disbursed over a period of time, the presumption is that they are disbursed in the order of their receipt. Poisson v. Williams, 15 Fed. (2) 582.

RESPONDENT'S ARGUMENT SUMMARIZED.

The arguments presented in respondent's brief may be summarized substantially thus:

(1) The lien asserted is created by statute and is not a contract lien as declared by the Circuit Court of Appeals. As to all deposits made by the State of Georgia subsequent to the Amendment of June 25, 1930, the State enjoyed the benefit of this Amendment, which validated the lien asserted by respondent.

(2) The statutes of Georgia creating this lien, as construed by the Supreme Court of Georgia, do not interfere

with the ordinary operations of a bank or impair its efficiency as a going concern, because the bank has the right of unrestricted alienation of its assets, free of the State's lien.

EFFECT OF 1930 AMENDMENT.

Whether the lien sought to be enforced by the respondent is a lien imposed by statute or one created by the voluntary act of the parties, it does not arise or come into existence merely from the fact of deposit of State funds in a state or a national bank. While undoubtedly it was the purpose of the Georgia statute to safeguard and protect the deposit of funds belonging to the State in banks and to provide for a lien in order to obtain this protection, the lien which is the subject-matter of this controversy could only arise (under the plain letter of the Georgia statute) upon the acceptance by the bank of an appointment from the Governor as a State depository and the execution of the bond required of it by the Governor in conformity with this statute.

Prior to the recent act of the General Assembly of Georgia, approved March 16, 1933 (petitioner's brief, page 28) the mere deposit of State funds in a bank created no lien in favor of the State upon the assets of the bank. The State's lien came into existence only upon the execution of a depository bond. The depository bond in this case was executed in 1928, at a time when a national bank was without authority to give security for the deposit of funds belonging to the State of Georgia. It thus seems clear that this bond was utterly void.

> Marion vs. Sneeden, 78 L. Ed. 521, Advance Opinions, October Term, 1933, No. 7.

Assuming, without conceding, that the Amendment of June 25, 1930, would authorize a national bank to execute

a depository bond in Georgia, giving rise to a lien in behalf of the State from the date of the execution of the bond for the amount of the bond upon all assets of the bank, it necessarily follows that in order for the State of Georgia to claim the benefit of such a lien there must exist between it and the depository bank, a valid contract executed in pursuance of the statutes of Georgia.

Prior to the Amendment of June 25, 1930, a national bank could *not legally* pledge assets to secure funds of a State.

Marion vs. Sneeden, *supra.*

This amendment was not declaratory of the rights of national banks already existing, nor was it intended as remedial legislation. In no sense could it be defined as a curative statute.

Marion vs. Sneeden, *supra.*
Texas & P. Ry. Co. vs. Pottorff, 78 L. Ed. 514, Advance Opinions, October Term, 1933, No. 7.

Respondent cites as authority for its contention that the Act of June 25, 1930, had the effect, upon the acceptance by the bank of State deposits, of a re-execution of the depository bond of July 12, 1928, the case of Jones vs. New York Guaranty Company, 101 U. S. 622, 25 L. Ed. 1030. As we read this case, it has no application here, for the reason that the debtor corporation in that case *had the express charter power to execute the mortgage,* whereas, in this case *the bank had no power in 1928* to give any form of security for the deposit of State funds.

The contention is made on page ten (10) of the Respondent's brief that Section 137, Title 12, U. S. C. A., provides for a lien similar to that given by the Georgia statute. These statutes differ substantially. In this connection it may be noted that Section 101, Title 12, U. S. C. A. provides for the issuance of national bank notes in an amount

equal to the par value of United States *bonds deposited with the Treasurer of the United States to secure such notes*, and requires that the security be ample at all times. The lien given by Section 137, Title 12, U. S. C. A., attaches to the bank's assets *only* in the event of a deficiency after the sale of such bonds and to the extent of such deficiency (a remote contingency), whereas the lien of the Georgia statute attaches upon all of the property of the bank, from the date of the depository bond, for the full amount of the depository bond, there being no pledged assets to respond in the first instance. The fact that the National Bank Act gives no lien even for debts due the United States, except in this one instance as *secondary* security for the bank's circulating notes, obligations of the highest dignity, indicates that Congress did not intend to grant a national bank power to give a greater right through the lien provided by the Georgia statute. Cook County National Bank v. United States, 107 U. S. 445.

It is pointed out on page 12 of the Respondent's brief, that this honorable Court held in United States vs. Butterworth-Judson Corporation, 267 U. S. 387, that a lien is within the meaning of the word "security", but we submit that this construction has no application to the term "security" as used in the National Bank Act.

In the Butterworth case, the United States advanced certain sums to the Corporation, under a war-time act, for the purpose of constructing a plant for the manufacture of picric acid. The agreement provided (to the knowledge of the bank), that advances of money under the statute would be carried as special deposits and that the Government would be entitled to unexpended balances. The effect was to create an equitable assignment of the special deposit as security for the repayment of the advances. The right of a bank having knowledge of the special character of the deposit and of the relationship between the parties to set-off the deposit against a debt due it from the corporation, despite the adverse claim of the United States, was denied.

While security for a debt may consist of an equitable lien, the question in the instant case is whether Congress intended by the Act of 1930 to authorize a national bank to give a lien on *all* of its assets to secure a public deposit. In the Butterworth case the contractor possessed *full power* to give the lien, whereas the City of Marion case decides that a national bank has *no inherent or implied power* to give security for public deposits of a state; and it is not believed that Congress intended by the Act of 1930 that a national bank should tie up its *entire* assets to secure a deposit of a state, to the detriment of all of the other depositors including the United States, if it happened to be a depositor, and its collateral proved to be inadequate. Certainly such a wide departure from customary practice should require specific language to this effect and not mere implication.

The statement on page 27 of the Respondent's brief that a national bank cannot become a depository of the State of Georgia if it can not give the lien provided by the State statute is answered on page 19 of the Petitioner's brief where it appears that under the law of Georgia since 1893 a national bank may qualify as a State depository by depositing with the State Treasurer United States bonds or Georgia State bonds.

On page 30 of its brief Respondent contends that Congress has recognized the right to take as security for public deposits something other than a pledge of a bank's assets, by the use of the term "otherwise" in Section 90, Title 12, U. S. C. A. In Vol. 16 Opinions Attorney General page 96 this term was interpreted as authorizing money securities of the United States of the same general character as its bonds, and as permitting the Secretary, in consequence, to accept Treasury notes of the United States in lieu of other securities. Inquiry at the Division of Deposits, Treasury Department, reveals that by regulation all deposits of public funds under the cognizance of that Department are se-

cured by *specific pledges of assets* and no instance has been found where anything other than a pledge of a bank's assets is taken to secure deposits of public moneys of the United States, by any Department thereof.

The condemnation of secret pledges of assets to secure public deposits, discussed on pages 30 and 31 of the Respondent's brief, is inapplicable to national banks, as the published condition reports now required under Section 5211, U. S. R. S., must reflect all pledges of the bank's assets to secure circulating notes, deposits of the United States, States or their political subdivisions and all other deposits including funds of the trust department deposited in the commercial department. (See excerpt from report, Appendix p. 17). It will be noted that no instruction is embodied requiring report of liens of the character provided by the Georgia statute here involved.

The intent of Congress to place national banks upon an equal competitive basis with state banks is apparent from many of the amendments to the National Bank Act. The Georgia statute (Section 1256, Code of Georgia, Petitioner's brief page 27) discriminates against national banks in that the amount of the bond required is double that provided by the statute for a state bank. Hence, it can not be presumed that Congress intended such a State statute to be made applicable to a national bank under the Act of Congress of June 25, 1930.

Section 91, Title 12, U. S. C. A. (a section of the National Bank Act), provides in part that: "* * * and no attachment, injunction or execution, shall be issued against such association or its property before final judgment in any suit, action or proceeding in any State, county or municipal court". The Georgia statute (Section 224, Park's Code, Georgia—1914) provides that in the event of a default by the State Treasurer "the Governor may issue a fi fa instanter against the Treasurer *and his securities* for the amount due the State by the Treasurer with penalties and

costs; said fi fa to be directed to all and singular the sheriffs of said State". Colquitt, Gov., vs. Simpson & Ledbetter, 72 Ga. 501, holds that this provision applies to depository banks and their sureties. Certainly it can not be presumed that in passing the amendment of June 25, 1930, Congress intended to waive this protection extended national banks by Section 91 *supra*, and allow summary statutes such as the Georgia Statute to apply to national banks, instrumentalities of the Federal Government, and thus permit the Governor of the State to control not only the operations but the very existence of a national bank where the national bank resists the claims of the State for the alleged deposit.

In its opinion the court below adopted the conclusion reached by the United States District Court in the case of In Re Blalock, 31 F. (2) 612. In that case the Bank of Fayetteville, a State depository, became bankrupt and the State claimed a lien by virtue of a depository bond, as of the date of the bond. The bank had pledged assets to a correspondent bank as security for loans and the State claimed that its lien extended to the pledged collateral. The Court held that "the extent of the intent of the Legislature was that the county should have a lien upon the assets or property in the hands of the bank at the time of its insolvency." This holding places the lien within the prohibition of Davis v. Elmira Savings Bank, 161 U. S. 275. The Blalock opinion ignored or overlooked Simpson v. Mathis, 79 Ga. 159 (holding the lien attached prior to suspension), and Colquitt, Gov., v. Simpson, 72 Ga. 501, to the same effect. The Blalock opinion seems, in this respect, inconsistent with the opinion of the court below in the present case.

STATE'S LIEN AS CONSTRUED BY THE SUPREME COURT OF GEORGIA.

Respondent asserts that there is no difference between the construction placed upon Sections 1252 and 218 of the Code of Georgia by the Circuit Court of Appeals and by

the Supreme Court of Georgia. (respondent's brief, page 27) and that the construction of the statutes by the Supreme Court of Georgia is that the lien of the State is inferior to the rights of third persons who have received property bona fide prior to insolvency (respondent's brief, page 8). In support of these statements the case of State vs. Brobston, 94 Ga. 95, is cited and quoted from at some length. This case involved the right of a depositor to set-off against his notes due to the bank in the hands of the receiver the amount to his credit in the bank on deposit—the principle decided by this Court in Scott vs. Armstrong, 146 U. S. 493. The right of set-off was recognized by the Code of Georgia at the time of this decision, in 1894, and only the balance remaining due after the right of set-off had been exercised was an asset of the bank.

This case cited with approval Seay et al. vs. Bank of Rome, 66 Ga. 609, 614, in which the Supreme Court of Georgia said:

> "It will thus be seen, that from the day of the execution of the bond by the bank, the state has had a lien upon its property for the sum of fifty thousand dollars. To enforce that lien, under and by virtue of the act creating it, the governor issued the fi. fa. against the Bank of Rome, and we think he had ample authority so to do. Plaintiffs in error contend that the state has no lien on the notes, accounts and choses in action of said bank, because, under our law a judgment fixes no lien on such property, and no levy and sale thereof can be had at law. The reply is, that upon the execution of the bond, the law gave the state a lien upon all the property of the bank; not upon such property only as a judgment would fix a lien upon; not upon such property only as is subject to levy and sale; but upon all the property of the bank. Are not notes and accounts property? Can any reason be given why it is not competent for the legislature to give a lien upon notes and accounts, as well as upon any other property."

In Simpson and Ledbetter vs. Mathis, Sheriff, 79 Ga. 159, the Bank of Rome desiring to become a State depository executed the depository bond required by Section 1252 of the Code of Georgia. Upon this bond one G. C. Samuel became a surety, from whom, while the bank was a going concern and prior to insolvency, Simpson and Ledbetter purchased certain land. The Bank of Rome subsequently defaulting, a writ of execution under the law was issued upon the bond and levied upon the land, which was sold by the sheriff. Whereupon, Simpson and Ledbetter filed their bill against the sheriff, in which they claimed they should be reimbursed for the amount expended in good faith in making permanent improvements on the land, because they did not know at the time of the purchase that the State had any lien upon this property.

The jury found that they were bona fide purchasers without any notice of the existence of the State's lien, but the court decreed that the money in the hands of the sheriff be applied to the execution in favor of the Governor of Georgia, which decree was affirmed by the Supreme Court of Georgia in this language:

> "We think they were bound to know of the existence of this lien; the law created the lien and expressly provided that it should exist, from the time of the execution of the bond, upon all the property of the principal and sureties; and everybody must take notice of this; the law gives them this notice."
>
> Simpson & Ledbetter vs. Mathis, Sheriff, 70 Ga. 159, 161.

The case of Fidelity & Deposit Company vs. Exchange Bank, 100 Ga. 619, cited by respondent in support of its contention that a depository bank can in the ordinary course of business dispose of its assets, freed from the State's lien, has no application whatever to this question, because it deals entirely with the effect of a judgment lien in Georgia. Under the Georgia law a judgment has no lien upon prom-

issory notes in the hands of the defendant, nor are choses in action liable to be seized and sold under execution unless made so specially by statute. (See petitioner's brief, appendix, page 28.)

The Supreme Court of Georgia in Seay et al. vs. Bank of Rome, *supra*, holds flatly that promissory notes and choses in action are by Section 218 and Section 1252 of the Code of Georgia specially made subject to the State's lien on the assets of a depository bank from the date of the execution of the depository bond.

The Supreme Court of Georgia has never construed Code Sections 1252 and 218 in their application to a national bank as a State depository. We submit, however, that the construction placed upon these two sections as applied to state banks, upon the authorities herein cited, gives the State of Georgia a lien upon all the assets of the bank of every character, from the date of the execution of the bond, and that a depository bank cannot alienate its assets freed from the State's lien.

If the Amendment to the National Banking Act of June 25, 1930, authorizes a national bank in Georgia to execute a bond as a depository of State funds, the effect of which is to give the State of Georgia a lien upon all of its assets from the date of the execution of the bond to the amount of the bond, and to prevent the depository bank from disposing of its assets except subject to the State's lien, then the whole plan and purpose of the National Banking Act is destroyed by this amendment.

Respectfully submitted,

SAMUEL H. WILEY,
WALLACE MILLER,
JAS. A. LOWREY, JR.,
JOHN F. ANDERSON,
Attorneys for Petitioner.

F. G. AWALT,
GEORGE P. BARSE,
Attorneys for Comptroller of the Currency.
Of Counsel.

APPENDIX.

FILE No. 2079

No. 12317

THE HANCOCK NATIONAL BANK OF SPARTA
SPARTA, GA.

JOHN C. LEWIS, *Receiver.*

April 29, 1934.

Comptroller of the Currency,
Treasury Department,
Division of Insolvent National Banks,
Washington, D. C.

ATTENTION OF MR. J. F. ANDERSON.

John C. Lewis, Receiver vs.
Fidelity & Deposit Company of Maryland.

Sir:

Pursuant to telephone conversation of even date with Mr. J. F. Anderson, I hand you herewith for your files transcript of account of W. J. Speer and M. L. Ledford, Treasurers of the State of Georgia, as appears from the Individual Ledger Account in the Hancock National Bank. For your information I will say that Mr. Ledford was appointed to succeed Mr. W. J. Speer, deceased. After second thought I decided to prepare a transcript as you indicated that would be sufficient.

You will note that on February 16th, 1927, this account shows there was no balance to the credit of the treasurer and I assume that it is proper to transcribe the account from that date. The next deposit was in the amount of $800.00 and was made on March 10th, 1927 and the account was active from that time up to date of suspension, May 23, 1932. Trusting that this information is what you desire and thanking you for acknowledgement, I am,

Respectfully,

JOHN C. LEWIS,
Receiver.

JCL/w

Sheet No. 4.

THE HANCOCK NATIONAL BANK, SPARTA, GA.
NAME, SPEER, W. J., TREAS.
ADDRESS, STATE OF GEORGIA.
File No. 2079.

Old Balance	Date	Detail Checks in	Date	Deposits	Date	New Balance
			1927			
					Feb. 16	1,645.59
$1,645.59	Feb. 16	1,645.59	Feb. 16		Feb. 16	.00
	Mar. 10		Mar. 10	800.00	Mar. 10	800.00
800.00	Mar. 21	800.00	Mar. 21		Mar. 21	.00
	Apr. 22		Apr. 22	2,830.98	Apr. 22	2,830.98
2,830.98	Apr. 30	2,830.98	Apr. 30		Apr. 30	.00
	Jun. 23		Jun. 23	455.84	Jun. 23	455.84
455.84	Jul. 11	455.84	Jul. 11		Jul. 11	.00
	Sep. 16		Sep. 16	93.24	Sep. 16	93.24
93.24	Sep. 26		Sep. 26	518.98	Sep. 26	612.22
612.22	Nov. 3		Nov. 3	1,200.00	Nov. 3	1,812.22
1,812.22	Nov. 7	1,200.00	Nov. 7		Nov. 7	612.22
612.99	Dec. 6	612.22	Dec. 6		Dec. 6	.00
	Dec. 10		Dec. 10	2,500.00	Dec. 10	2,500.00
2,500.00	Dec. 15	2,500.00	Dec. 15		Dec. 15	.00
			1928			
	Mar. 19		Mar. 19	55.89	Mar. 19	55.89
55.89	Aug. 4		Aug. 4	1,000.00	Aug. 4	1,055.89
1,055.89	Nov. 5	500.00	Nov. 5		Nov. 5	555.89
555.89	Dec. 1		Dec. 1	2,400.00	Dec. 1	2,955.89
2,955.89	Dec. 14	2,000.00	Dec. 14		Dec. 14	955.89
			1929			
955.89	Jan. 2		Jan. 2	7,600.00	Jan. 2	8,555.89
8,555.89	Jan. 4	3,500.00	Jan. 4		Jan. 4	5,055.89
5,055.89	Jan. 16	4,000.00	Jan. 16		Jan. 16	1,055.89
1,055.89	Feb. 12		Feb. 12	500.00	Feb. 12	1,555.89
1,550.89	Apr. 1		Apr. 1	326.70	Apr. 1	1,882.59
1,882.50	May 2	1,000.00	May 2		May 2	882.59
882.59	May 20		May 20	900.00		
			May 20	900.00		
			May 20	2,300.00	May 20	4,982.59
4,982.59	May 30	2,000.00	May 30		May 30	2,982.59
2,982.59	Jun. 12	1,000.00	Jun. 12		Jun. 12	1,982.59
1,982.59	Jul. 1		Jul. 1	323.10	Jul. 1	2,305.69
2,305.69	Aug. 9		Aug. 9	21.24	Aug. 9	2,326.93
2,326.93	Aug. 15	1,000.00	Aug. 15		Aug. 16	1,326.93
1,326.93	Oct. 1		Oct. 1	37.80	Oct. 1	1,364.73
1,364.73	Oct. 7		Oct. 7	100.00	Oct. 7	7,464.73
1,464.73	Nov. 4		Nov. 4	1,100.00	Nov. 4	2,564.73
2,564.73	Nov. 12	1,000.00	Nov. 12		Nov. 12	1,564.73
1,564.73	Dec. 2		Dec. 2	1,500.00	Dec. 2	3,064.73
3,064.73	Dec. 23		Dec. 23	6,600.00	Dec. 23	9,664.73
9,664.73	Dec. 30	5,000.00	Dec. 30		Dec. 30	4,664.73

Old Balance	Date	Detail Checks in	Date	Deposits	Date	New Balance
			1930			
4,664.73	Jan. 2		Jan. 2	4.50	Jan. 2	4,669.23
4,669.23	Jan. 4		Jan. 4	400.00	Jan. 4	5,069.23
5,069.23	Jan. 29		Jan. 29		Jan. 29	3,069.23
3,069.23	Feb. 5	1,000.00	Feb. 5		Feb. 5	2,069.23
2,069.23	Feb. 12	1,000.00	Feb. 12	629.55	Feb. 12	1,698.72
1,698.78	Mar. 1		Mar. 1	800.00	Mar. 1	2,498.78
2,498.78	Mar. 13	1,000.00	Mar. 13		Mar. 13	1,498.78
1,498.78	Mar. 14		Mar. 14	1,145.44	Mar. 14	2,644.22
2,644.22	Apr. 1		Apr. 1	491.31	Apr. 1	3,135.53
3,135.53	Apr. 14		Apr. 14	22.61	Apr. 14	3,158.14
3,158.14	Apr. 30		Apr. 30	1,075.37	Apr. 30	4,233.51
4,233.51	May 15		May 15	1,090.29	May 15	5,323.80
5,323.80	Jun. 7		Jun. 7	433.78	Jun. 7	5,757.58
5,757.58	Jun. 27	1,000.00	Jun. 27		Jun. 27	4,757.58
4,757.58	Jul 1		Jul. 1	9.90	Jul. 1	4,767.48
4,767.48	Jul. 31	2,000.00	Jul. 31		Jul. 31	2,767.48
2,767.48	Oct. 1		Oct. 1	9.00	Oct. 1	2,776.48
2,776.48	Oct. 10		Oct. 10	38.67	Oct. 10	2,815.15
2,815.15	Oct. 15		Oct. 15	246.07	Oct. 15	3,061.22
3,061.22	Nov. 3		Nov. 3	495.69	Nov. 3	3,556.91
3,556.91	Nov. 17		Nov. 17	439.25	Nov. 17	3,996.16
3,996.16	Dec. 1		Dec. 1	954.11	Dec. 1	4,950.27
4,950.27	Dec. 15		Dec. 15	2,202.65	Dec. 15	7,152.92
7,152.92	Dec. 22		Dec. 22	3,825.35	Dec. 22	10,978.27
10,978.27	Dec. 24	2,200.00	Dec. 24		Dec. 24	8,778.27
8,778.27	Dec. 26	3,800.00	Dec. 26		Dec. 26	4,978.27
4,978.27	Dec. 29	2,000.00	Dec. 29		Dec. 29	2,978.27
2,978.27	Dec. 31		Dec. 31	8.10		
			Dec. 31	836.57	Dec. 31	3,822.94
			1931			
3,822.94	Feb. 3		Feb. 3	479.25	Feb. 3	4,302.19
4,302.19	Feb. 16		Feb. 16	490.81	Feb. 16	4,793.00
4,793.00	Feb. 25	2,000.00	Feb. 25		Feb. 25	2,793.00
2,793.00	Mar. 16		Mar. 16	1,252.10	Mar. 16	4,045.10
4,045.10	Apr. 15		Apr 15	898.42	Apr. 15	4,943.52
4,943.52	May 1		May 1	14.40	May 1	4,957.92
4,957.92	May 15		May 15	1,366.87	May 15	6,324.79
6,324.79	May 26	1,500.00	May 26		May 26	4,824.79
4,824.79	Jun. 1		Jun 1	14.00		
			June 1	270.01	Jun. 1	5.108.80
5,108.80	Jun. 9	200.00	Jun. 9		Jun. 9	4,908.89
4,908.80	Jul. 14		Jul. 14	895.96	Jul. 14	5,804.76
5,804.76	Jul. 24	900.00	Jul. 24		Jul. 24	4,904.76
4,905.76	Jul. 25		Jul. 25	43.97	Jul. 25	4,948.73
4,948.73	Jul. 27	43.97	Jul. 27		Jul. 27	4.904.76
4,904.76	Oct. 1		Oct. 1	59.40	Oct. 1	4,964.16
4,964.16	Nov. 2		Nov. 2	114.88	Nov. 2	5,079.04
5,079.04	Nov. 16		Nov. 16	439.91	Nov. 16	5,518.95
5,518.95	Dec. 2		Dec. 2	363.41	Dec. 2	5,882.36
5,882.36	Dec. 15		Dec. 15	1,365.02	Dec. 15	7,247.38
7,247.38	Dec. 22		Dec. 22	3,233.75	Dec. 22	10,481.13
10,481.13	Dec. 28	3,00.00	Dec. 28		Dec. 28	5,481.13
		2,000.00			Dec. 28	5,481.13

Old Balance	Date	Detail Checks in	Date	Deposits	Date	New Balance
			1932			
5,481.13	Jan. 4		Jan. 4	50.40		
			Jan. 4	1,128.91	Jan. 4	6,660.44
6,660.44	Feb. 1		Feb. 1	153.00		
			Feb. 1	420.91	Feb. 1	7,234.35
7,234.35	Mar. 1		Mar. 1	31.50		
			Mar. 1	398.42	Mar. 1	7,664.27
7,664.27	Mar. 16	2,000.00	Mar. 16		Mar. 16	5,664.27
5,664.27	Apr. 2		Apr. 2	370.10		
			Apr. 2	707.45	Apr. 2	6,741.82
6,741.82	Apr. 9	2,000.00	Apr. 9		Apr. 9	4,741.82
4,741.82	May 3		May 3	765.88	May 3	5,507.70
5,507.70	May 16		May 16	649.71	May 16	6,157.41

MEMORANDUM: LOANS AND INVESTMENTS PLEDGED TO SECURE LIABILITIES.

31. United States Government securities							31
32. Other bonds, stocks, and securities							32
33. Loans and discounts							33
34. TOTAL PLEDGED (excluding rediscounts)							34
35 Pledged:							35
(a) Against circulating notes outstandng							(a)
(b) Against United States Government and postal savings deposits							(b)
(c) Against public funds of States, counties, school districts, or other subdivisions or municipalities							(c)
(d) Against deposits of trust department							(d)
(e) Against other deposits							(e)
(f) Against borrowings							(f)
(g) With State authorities to qualify for the exercise of fiduciary powers							(g)
(h) For other purposes							(h)
(i) TOTAL PLEDGED (must agree with Item 34)							(i)